



TERMS AND CONDITIONS OF TRADING

1 PREAMBLE

- 1.1 The CONTRACTOR undertakes to manufacture, supply and install the kitchen in accordance with the provisions of this agreement and as detailed in the drawings annexed hereto and initialled by the parties for the purposes of identification;
- 1.2 The Purchase price shall be the amount stated and identified as the purchase price on the face of this agreement.

2 PRICE

- 2.1 The purchase price includes the fabrication and installation of the new cupboards only. It excludes the stripping, removal and disposal of existing cupboards, plumbing and electrical fittings and the installation thereof, plastering, tiling, brick work and floor finishes and the like, unless specifically noted on the face of this agreement.
- 2.2 The price is calculated on the assumption that the CONTRACTOR will install the new kitchen against square and level floors, walls, doors, windows and ceiling finishes.

3 PRICE INCREASES

- 3.1 If the customer requests the CONTRACTOR to undertake additional work or supply additional materials, not included in this agreement, a charge for the extra work and materials will be levied.

4 PAYMENT

- 4.1 Payment is due cash strictly in accordance with the terms of this agreement, as follows:
 - 4.1.1 On acceptance of the quotation - 50% of the contract price;
 - 4.1.2 On delivery of the carcasses to the customer's premises - 40% of the contract price;
 - 4.1.3 On completion – 10% of the contract price;
 - 4.1.4 On presentation of an invoice - the amount due for extra work.

5 OWNERSHIP

- 5.1 Ownership of the goods shall not pass to the customer until the payment in full of the purchase price
- 5.2 Should the units have been delivered to site, whether fixed to the walls or not, and payment not have been made by the customer, the CONTRACTOR is specifically authorized to remove same.

6 RISK

- 6.1 Risk in and to the cupboards and their components passes to the customer immediately same are delivered to his premises.

6.2 The customer shall make adequate provision for the safe storage of the goods and the risk of damage to the goods especially by other CONTRACTORS on site rests with the customer.

7 **MATERIALS**

7.1 The customer acknowledges that:

7.1.1 where natural timber is used in the fabrication of the units, there will be substantial visible differences both in the grain of the timber as well as the colours of the timber;

7.1.2 where man made simulated products are used in the fabrication of the units, there will be variations in the visible colours of the products; and

7.1.3 no claim will arise as a result of visible variations in colour or grain.

8 **DELIVERY**

8.1 The CONTRACTOR is dependent on the delivery of materials by its suppliers, and whilst every effort will be made to meet delivery times requested, time is not of the essence for this contract .

8.2 It is the customer's responsibility to ensure that work is not delayed by the late delivery of any materials sourced from suppliers other than the CONTRACTOR, and that all work by other contractors has been completed, ensuring free and uninterrupted access to the installation site by the CONTRACTOR

8.3 The delay in the installation, or the completion thereof for any reason, by any person, shall not give rise to any claim against the CONTRACTOR. The CONTRACTOR is accordingly not liable for any loss of profit, any direct or indirect damages whether consequential or otherwise arising from its obligations under this contract.

8.4 No additional work will be carried out by the CONTRACTOR unless the customer has accepted, a written quotation from the CONTRACTOR.

8.5 The price stated in this agreement has been calculated on the basis that the work will be executed during normal working hours from 0700 until 1700 hours Monday to Friday only, unless the parties agree otherwise.

8.6 The customer shall make available at no cost to the CONTRACTOR reasonable access to, and possession of the site, as well as safe custody and storage of the goods, tools and equipment during the CONTRACTOR'S absence from site.

8.7 It is the customer's responsibility to ensure that the CONTRACTOR is given accurate dimensions of all built-in kitchen equipment such as microwaves, eye level ovens, hobs and the like. The CONTRACTOR accepts no responsibility for incorrect dimensions given by the customer.

8.8 No instructions may be given by the customer to the CONTRACTOR'S workmen. All such instructions shall be given to the CONTRACTOR directly.

9 **DISPUTES**

9.1 Should a dispute arise between the parties with regard to the quality of the CONTRACTOR'S workmanship, the materials, or the finishes, such dispute shall be referred to The Kitchen Specialists Association to

attempt to resolve the dispute, and where necessary, appoint a mediator.

9.2 The parties shall be bound by the decision of The Kitchen Specialists Association's appointed mediator.

9.3 Prior to The Kitchen Specialists Association providing its mediation service, the balance of any monies due by the customer to the CONTRACTOR shall be paid to the Kitchen Specialists Association Holding Account pending resolution of the dispute.

9.4 In the event of a dispute arising from any matter other than a dispute arising from alleged faulty workmanship, materials or finishes, the parties shall be entitled to institute legal proceedings in a court of law.

10 **SERVICE ADDRESS**

10.1 The Parties appoint as their respective service addresses for all purposes hereunder the addresses set out in this agreement.

11 **MISCELLANEOUS**

11.1 This agreement constitutes the entire agreement between the parties and no addition to, variation of, waiver of its terms, or consensual cancellation hereof, shall be of any force or effect unless reduced to writing and signed by the parties.

11.2 No indulgence or extension of time granted by any party to any other party shall :

11.2.1 operate as, or be deemed to be, a waiver of his rights hereunder;

11.2.2 be a novation of this agreement; or

11.2.3 operate so as to preclude such party thereafter from exercising their rights strictly in accordance with this agreement.

11.3 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether he alleges it induced the contract or whether he was negligent or not.